

**Certificate of Notice Page 1 of 5**  
**United States Bankruptcy Court**  
**Eastern District of Pennsylvania**

In re:  
 Brenda Viruet  
 Debtor

Case No. 15-16630-elf  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: JEGilmore  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 6

Date Rcvd: Jan 19, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 21, 2018.

db +Brenda Viruet, 2839 Narcissus Road, Philadelphia, PA 19154-1603  
 cr +Wilmington Savings Fund Society et al..., Stern & Eisenberg, PC, 485B Route 1 South, Suite 330, Iselin, NJ 08830-3067

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg E-mail/Text: bankruptcy@phila.gov Jan 20 2018 02:15:13 City of Philadelphia,  
 City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595  
 smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Jan 20 2018 02:14:36  
 Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946  
 smg E-mail/Text: usapae.bankruptcynotices@usdoj.gov Jan 20 2018 02:15:11 U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404  
 cr +E-mail/Text: dbogucki@trumark.org Jan 20 2018 02:15:52 Trumark Financial Credit Union, 335 Commerce Drive, P. O. Box 8127, Ft. Washington, PA 19034-8127

TOTAL: 4

\*\*\*\*\* BYPASSED RECIPIENTS (undeliverable, \* duplicate) \*\*\*\*\*  
 cr ##+SELECT PORTFOLIO SERVICING, INC., 3815 South West Temple, Salt Lake City, UT 84115-4412  
 TOTALS: 0, \* 0, ## 1

Addresses marked ‘+’ were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked ‘##’ were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor’s attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary’s privacy policies.**

Date: Jan 21, 2018

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court’s CM/ECF electronic mail (Email) system on January 19, 2018 at the address(es) listed below:

CHRISTIAN A. DICICCO on behalf of Debtor Brenda Viruet cdicicco@myphillybankruptcylawyer.com, christianadicicco@gmail.com  
 MARY JACQUELINE LARKIN on behalf of Creditor Trumark Financial Credit Union mjlarkin@mklaw.us.com, camurray@mklaw.us.com;mdoria@mklaw.us.com;jkane@mklaw.us.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
 WILLIAM C. MILLER, Esq. ecfemails@phi3trustee.com, philaecf@gmail.com  
 WILLIAM EDWARD MILLER on behalf of Creditor Wilmington Savings Fund Society et al... wmillier@sterneisenberg.com, bkecf@sterneisenberg.com

TOTAL: 5

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

In re:

Brenda Viruet	:	Case No. 15-16630-elf
Debtor	:	
TruMark Financial Credit Union	:	Chapter 13
Movant/Creditor	:	Hearing Date: January 16, 2018, 9:30 am
v.	:	Courtroom # 1
Brenda Viruet	:	
Debtor/Respondent	:	

**STIPULATION AND CONSENT ORDER RESOLVING TRUMARK'S MOTION FOR  
RELIEF**

**AND NOW**, comes TRUMARK FINANCIAL CREDIT UNION, ("Movant"), by and through its attorneys, McGivney, Kluger & Cook, P.C., and M. Jacqueline Larkin, Esquire, and files this Stipulation for Settlement of the Motion for Relief from the Automatic Stay, the stipulated terms are as follows:

WHEREAS, Debtor, Brenda Viruet, filed a Voluntary Petition for Relief under Chapter 13 of the Bankruptcy Code on September 14, 2015, and:

WHEREAS, on November 17, 2017, Movant filed a Motion for Relief from the Automatic Stay ("Motion") with respect to certain real property of the Debtor located at 2839 Narcissus Road, Philadelphia, PA 19154 (the "Property") alleging that Debtor was in default under the terms of the Note and Mortgage for failure to make post-petition payments to Movant.

WHEREAS, Movant and Debtor wish to resolve and settle the issues raised in Movant's Motion for Relief pursuant to the terms and conditions set forth in this Stipulation.

**NOW, THEREFORE**, in consideration of the above recitals and intending to be legally bound hereby, Movant and Debtor through duly authorized counsel, hereby agree as follows:

1. The parties agree that the arrearages owed for the post-petition payments total **\$4,781.72** (“Arrearages”), which came due since the filing of the Motion for Relief.
2. The parties have agreed that Debtor shall cure the arrears as follows:
  - a. Payment of \$1,593.91 on or before January 15, 2018
  - b. Payment of \$1,593.91 on or before February 15, 2018
  - c. Payment of \$1,593.91 on or before March 15, 2018
3. In addition to the payments set forth above, the Debtor shall commence making the regular monthly post-petition payments in the amount of \$1,162.19 on January 15, 2018. All payments made pursuant to this Stipulation shall be made payable to TruMark Financial Credit Union and mailed to the attention of the Collection Department, 335 Commerce Drive, PO Box 8127, Ft. Washington, Pennsylvania, 19034.
4. Should the Debtor fail to make any of the aforementioned Stipulation payments, or if any regular post-petition payment, commencing after the cure of the post-petition delinquency, is more than fifteen (15) days late, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days from the date of the Notice, counsel may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay and waiving the Rule 4001 (a) (30 so that a Relief Order is immediately effective and enforceable.
5. In the event the Debtor converts to a Chapter 7 during the pendency of this bankruptcy case, the Debtor shall cure all arrears within ten (10) days of the conversion in order

to bring the loan contractually current. Should the Debtor fail to bring the loan contractually current, Movant shall send Debtor and counsel a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days from the date of the Notice, counsel may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay and waiving Rule 4001(a)(3) so that the Relief Order is immediately effective and enforceable.

6. It is understood and agreed that Movant's acceptance of any payment under this Stipulation is not a waiver of Movant's rights to proceed in state court with state court remedies. Except as specifically stated herein or as limited by the Bankruptcy Code, it is agreed between the parties that all terms and conditions of the automobile loan since the date of default and/or judgment have been and continue to be and shall remain in full force and effect, as applicable under Pennsylvania law. Should Debtor default in any way under this Stipulation, Movant shall give Debtor any credit for payments made under the Stipulation as it relates to the state court remedies, and Movant shall proceed in a state court action.

7 Debtor's tendering of a check to Movant which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as to the term used in this Stipulation.

Viruet - Blay 15-16630

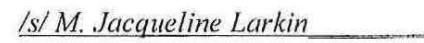
8. The parties agree that a facsimile signature shall be considered as an original signature.

AGREED TO IN ADVANCE:

MCGIVNEY, KLUGER & COOK, P.C.

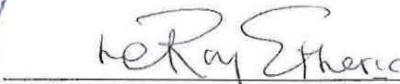
By: 

Christian A. DiCiccio Esq.  
2008 Chestnut Street  
Philadelphia, PA 19103  
215-564-6812  
*Attorney for Debtor,*  
*Brenda Viruet*

By: 

*/s/ M. Jacqueline Larkin*  
M. Jacqueline Larkin, Esq.  
1650 Arch Street, Suite 1800  
Philadelphia, PA 19103  
(215) 557-1990  
*Attorney for Movant,*  
*TruMark Financial Credit Union*

|

By: 

William C. Miller, Standing Trustee  
1234 Market Stret  
Suite # 1813  
Philadelphia, PA 19107  
*Office of the Chapter 13 Trustee*

1-18-2018

**NO OBJECTION**

**\*without prejudice to a  
trustee rights or remedies**

Dated: December 18, 2017

**O R D E R**

The foregoing Stipulation is **APPROVED**.



Chief Judge Eric L. Frank  
United States Bankruptcy Judge

Dated: 1/19/18